

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant VAN BRUNT & CO. ADVERTISING-MARKETING, INC. 300 East 42nd St., New York, NY 10017	2. Registration No. 1704
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3. Name of foreign principal EL AL ISRAEL AIRLINES, LTD.	4. Principal address of foreign principal 850 Third Avenue New York, NY 10022-6279
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5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. U.S.A. Market

b) Name and title of official with whom registrant deals. Ms. Aviva Lavi, Manager Advertising & Public Rel.
No. America

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

EL AL is a National airline of Israel and as such is a Government Corporation. However, the airline is a commercial venture generating its own income and subsidized by the Government when necessary.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

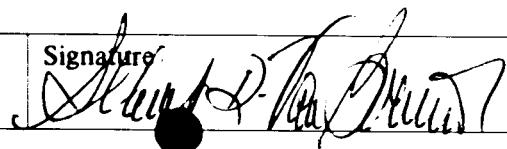
Date of Exhibit A

September 10, 1987

Name and Title

Albert D. Van Brunt, Pres.

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

VAN BRUNT & CO. ADVERTISING-MARKETING,
INC.

Name of Foreign Principal

EL AL ISRAEL AIRLINES, LTD.

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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OF JUSTICE
CRIMINAL DIVISION

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Produce advertising suitable to the promotion of EL AL as the preferred airline for travel to Israel.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

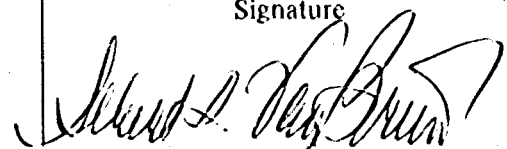
Date of Exhibit B

September 10, 1987

Name and Title

Albert D. Van Brunt, Pres.

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

CANNON ADVERTISING ASSOCIATES
A Van Brunt & Co. Agency

EL AL ISRAEL AIRLINES, LTD.

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INTERNAL SECURITY
REGISTRATION

AGREEMENT

CANNON ADVERTISING ASSOCIATES
A Van Brunt & Co. Agency

EL AL ISRAEL AIRLINES, LTD.

We are pleased to accept the appointment as the advertising agency for EL AL ISRAEL AIRLINES, LTD., for the United States and look forward to a long, pleasant and mutually profitable relationship. Notwithstanding the foregoing, we recognize that our appointment is non-exclusive and that branch offices of EL AL may periodically place directly advertising and publicity materials in local and ethnic media. We believe the best foundation for such an association is an understanding at the outset of the services to be rendered, areas of responsibility and of all procedural arrangements, including methods of compensation and the details of our billing procedures.

The preparation of a sound advertising program is a team operation -- client and agency working together. We will, of course, devote our best efforts to your interests. In return, you agree to assist by making available to us needed information and to cooperate in every reasonable way to expedite our work.

In consideration for the media commissions and other compensation, we will render the following specific services.

Advisory. The advertising and promotion programs of EL AL will be under the direct supervision of a principal executive officer of the agency who will keep in close touch at all times with the policies and details of these programs, your advertising and promotion problems, plans, etc., so as to assure you the full benefits of our specialized knowledge and experience.

Creative. Supervised by our creative director, the agency's creative staff will furnish plans, ideas, rough layouts, storyboards, scripts and text for advertising and promotional material to be placed for you and, on your approval, will initiate and purchase all necessary art work and mechanical production. Wherever, pursuant to this agreement or in the course of our relationship client approval is required we understand that such approval must be signified in writing by the Company Representative of the United States or the Public Relations Manager for the United States.

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CANNON ADVERTISING ASSOCIATES
A Van Brunt & Co. Agency

EL AL ISRAEL AIRLINES, LTD.

Purchasing. Based on your approval of these advertising plans and individual promotion projects, we will purchase all required photography, illustrations, engravings, electrotypes, composition, film, tapes, recordings and all other mechanical services required for the production. We will utilize either our normal production sources or ones recommended by you, as mutually agreed. We will supply you with estimates and schedules of media placement and upon your approval of these, we will contract for the space or time called for. We will forward copy, plates, film, tapes, etc., as appropriate, to the various media, check proofs and insertions and check invoices to prove their proper execution.-

Collateral Services:

Research. A primary function of the agency is to gain information which will be of value in the preparation of the client's advertising. This includes the researching of facts and figures on marketing, competitive advertising, etc., basic to advertising copy. This library research is at no extra cost except in cases where outside expense is involved and is previously authorized by you.

There is no charge for research consultation or the interpretation of research information, except under such client-authorized procedures involving special statistical and tabulation work.

If and whenever it is desired by you that we also prepare and handle special market surveys, audience studies, etc., we will do so; supervising and aiding in the planning and preparation of the studies, securing estimates for you, and following through on the complete "production" of the survey questionnaires, mailings, interviews, tabulations, etc., checking costs, handling billings etc.

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A Van Brunt & Co, Agency

EL AL ISRAEL AIRLINES, LTD.

Merchandising, Sales Aids, Collateral Materials, etc.

The coordination of selling aids, direct mail, merchandising and space advertising is an important part of your advertising and promotion program. As part of our regular services, we will, at your request, prepare such mailings, booklets, presentations, slides films and motion pictures, merchandising materials, pamphlets, broadsides, catalogs, premiums, etc., called for in the promotion plans proposed by you or by us. Our services will include planning, layouts, copy, production, purchasing, supervising outside work, checking invoices, handling billing, etc.

Charging and Billing Procedures. The fundamental principles on which the client-agency-media financial relationship is based are: That the agency will obtain the client's written approval in advance of all expenditures in connection with client advertising; that the advertising agency shall finance its own services but not the advertising of its clients; and that the advertising agency is held solely liable by media for payment. In accordance with general agency practice payment of media bills are due and payable in time for us to meet the discount dates of media, on dates stated on our invoices. So that you will have sufficient time to audit and pay invoices, billing and due dates are as follows.

Newspapers. Invoices supported by tear sheets are rendered by the agency on the last day of each month covering the space ordered for advertisements which appeared during that month. Payments are due in twenty days following receipt and cash discounts equal to that allowed the agency by the newspapers are offered to the client subject to payment by the due dates indicated on the invoice.

Magazine and Business Publications. Magazine space is billed upon receipt of relevant tear page. Payments are due in twenty days following receipt of invoice. Cash discounts equal to that allowed the agency by media are offered to the client subject to payment by the due dates indicated on the invoices.

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A Van Brunt & Co. Agency

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Radio and TV. Radio and Television advertising is billed upon receipt of verification of broadcast. Payments are due in twenty days following the receipt of the invoices. Production and talent is billed at the end of the current month, and payable in twenty days.

Outdoor and Transportation Advertising. The agency will invoice the last day of the month for the following month's service. Payments are due on or before twenty days from the dates of receipt of invoices.

Anything hereinabove to the contrary notwithstanding agency shall, together with invoices, submit evidence of the placement of all advertising, and client shall be entitled to the net rate provided it makes payment by the later of the date specified on the invoice or twenty days following receipt of a properly documented invoice. Client can cancel or alter any project at any time but is responsible for costs incurred, or committed and non-cancelable, by the agency with client's approval prior to such cancellation or alteration.

Rates. Where media allows 15% agency commission against card rates, we will bill you, and you agree to pay us, at card rates in effect at the time of purchase. Where less than customary 15% commission is allowed by media, we will bill you at an adjusted figure which gives us a margin equivalent to 15% of the total amount billed to you. Where more than 15% commission is allowed by media, as in Outdoor, we will receive such standard commissions and bill you at card rates in effect at time of purchase. In very exceptional cases where media allow no commission, we will consider this price to be 85 percent of your total cost and add 17.65% to that figure, thus arriving at a commission approximately equal to 15% on the total amount.

If, in any medium with a graduated rate schedule, you should use less space than contracted for, we shall bill you whatever difference there is on the short rate basis. Conversely, if you use more space that difference, if any, allowed us by the medium will be credited to you.

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EL AL ISRAEL AIRLINES, LTD.

Advertising Production. All third party art work, engravings, typography, electrotyping, mats or other production costs incident to space advertising, will be billed at cost plus 17.65% an earned commission equivalent to 15% of the gross. Postage and shipping costs will be billed at the agency's cost without commission. Estimates will be provided in advance on all mechanical jobs.

Job tickets and strict cost accounting procedure, including time charges, are kept on an individual job basis. All charges for art and production will be billed upon completion of the individual jobs. Terms for all production invoices are net thirty days.

Radio and Television production and other items incident thereto, will be billed to client at agency's net cost plus earned commissions, equivalent to 15% (17.65%). Client also agrees to pay Cannon a commission equal to at least 15% of the total cost of any talent package or broadcast product purchased by Cannon for any radio or television program for which the agency contracts in behalf of the client. It is also understood that in any case where the package price is quoted to the agency at a gross rate, including 15% agency commission, client will be billed at that gross rate, and the agency may retain the full amount of such commission.

Expenses incurred by the agency on the client's account for shipping and delivery; for cable, telegraph and long distance telephone (in instances of abnormal expense), for sales taxes; and for authorized travel will be billed at the agency's cost without commission.

Barter Advertising. When requested by EL AL, agency will negotiate and contract for the placement of ads in exchange for transportation as may be agreed to by EL AL. It is understood that a fee of 15% of the gross cost of space will be billed by the agency.

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EL AL ISRAEL AIRLINES, LTD.

Collateral Projects Production. Direct mail, presentations, films, other collateral materials will be billed on a per-job basis. Cost for art and other creative services such as script writing, will be agreed upon in advance. Production, including such items as printing, photographing, recording, interviewing, tabulating, etc., will be billed at actual out-of-pocket cost plus 17.65%. On those jobs where production will take more than one month, we will bill 75% of the estimated production cost at the end of the first month. The remainder of the job will be billed on completion and terms are net 30 days.

Examination of Records. It is understood that you may at any time during the life of this agreement, and upon reasonable notice, examine our files, books and records, pertaining to the handling of your advertising.

Ownership of Materials, Etc. You will become sole owner of advertising, marketing and research materials and information produced for you under this agreement. Upon termination of this agreement, we agree to deliver to you, within 30 days, all such advertising, marketing and research materials and information.

Competitive Advertising. We undertake during the term of this agreement not to act as advertising agency for any air carrier offering international air transportation to Europe or the Middle East, or any product or service competitive with those offered by you, without your prior written consent.

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CANNON ADVERTISING ASSOCIATES
A Van Brunt & Co. Agency

EL AL ISRAEL AIRLINES, LTD.

Responsibility. You will indemnify us against any liabilities and expenses (including attorneys' fees) we may sustain as a result of any claims, suits or proceedings brought against us based upon facts or materials furnished to us by you and which you have approved prior to publication or broadcast. We will be responsible for compliance with all laws and regulations relating to advertising and, except as provided hereinabove will indemnify you against any liabilities and expenses (including attorneys' fee) you may sustain as a result of any claims, suits or proceedings brought against you arising out of any advertising or promotional materials prepared and/or placed by us, including but not limited to those pertaining to libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism. We presently carry Advertisers Liability insurance in the amount of \$1 million. We agree to use our best efforts to have you named as additional insured under said policy. We agree not to cancel said policy without giving you thirty (30) days prior written notice, and to cause the insurer to provide 30 days' prior written notice, and to cause the insurer to provide 30 days' advance written notice to you of any cancellation, non-renewal or material adverse change in policy limits or coverage.

Term of Agreement. While we enter client-agency relationships with the full expectation that they will continue indefinitely without need for further renewal, the usual understanding is that they are non-cancelable for the first three months and that either party is free to cancel at any time thereafter upon ninety (90) days' written notice.

In the event of termination of this appointment, it is agreed that the agency will receive its regular commission on all radio and television advertising booked by the agency which is aired during the 90-day notification period, and on all printed media having closing dates during the same period provided, however, that if you request the cancellation of any such advertising scheduled to appear in any medium, we will use our best efforts to effect such cancellation.

AGREEMENT

**CANNON ADVERTISING ASSOCIATES
A Van Brunt & Co. Agency**

EL AL ISRAEL AIRLINES, LTD.

The agency will bill the client as provided herein for all other advertising materials and services authorized by the advertiser, and procured or performed by the agency prior to termination or cancellation.

Notices. All notices under this agreement shall be provided to the parties respectively at the following addresses:

EL AL

**EL AL ISRAEL AIRLINES LTD.
850 Third Avenue
New York, NY 10022
Attn: Ms. Aviva Lavi**

CANNON

**CANNON ADVERTISING ASSOCIATES
300 East 42nd Street
New York, NY 10017
Attn: Al Kaplan**

Notices shall be provided by registered mail, return receipt requested or hand-delivered, and shall be effective upon receipt.

Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

INTER-OFFICE
RECORDS
SEP 21 2 59 PM '77
U.S. DEPT. OF JUSTICE
CRIMINAL DIVISION

AGREEMENT

CANNON ADVERTISING ASSOCIATES
A Van Brunt & Co. Agency

EL AL ISRAEL AIRLINES, LTD.

Assignment. This agreement may be assigned by either party without the express written consent of the other party hereto.

This agreement will become effective as of April 1, 1986.

Signed: CANNON ADVERTISING ASSOCIATES
A Van Brunt & Co. Agency

By: *Michael D. Van Brunt*

Title: *Mr. Van Brunt is Secretary-Manager*

Date: *May 5, 1986*

Accepted: EL AL ISRAEL AIRLINES, LTD.

By: *D. Shy*

Title: *General Mgr.*

Date of Acceptance: *5/20/86*